

COLUMBUS ELECTRIC COOPERATIVE, INC.

**ELECTRIC CONSUMER RATE
SCHEDULE A
RESIDENTIAL SERVICE**

ORIGINAL

**RECEIVED
AZ. CORP. COMMISSION**

DEC 4 3 06 PM '89

**DOCUMENT
CONTROL**

AVAILABILITY:

Available to residential consumers, small schools, churches, community hall and other public buildings, for all rural and town uses subject to established rules and regulations. The capacity of individual motors served under this schedule shall not exceed 10 HP.

TYPE OF SERVICE:

Single-phase, 60 cycles, at available secondary voltages.

MONTHLY RATE :

**Customer Charge - All Customers - \$8.00
The first 800 KWH per month @ 12.25¢ per KWH
All over 800 KWH per month @ 9.75¢ per KWH**

OPTIONAL RATE - Available at the option of the consumer:

**Customer Charge - All Customers - \$10.00
Energy Charge:
6 a.m. to 9 p.m. Mountain Standard Time
First 680 KWH per month @ 13.31¢ per KWH
Over 680 KWH per month @ 10.37¢ per KWH**

**9 p.m. to 6 a.m. Mountain Standard Time
All KWH per month @ 6.25¢ per KWH**

**APPROVED FOR FILING
DECISION #: 56743**

EFFECTIVE DEC. 20, 1989

Metering and timing devices must be installed to record usage during each specified time.

Billings under this schedule may be increased by an amount equal to the sum of the applicable taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

The minimum monthly charge under the above rate where 5 KVA or less of transformer capacity is required shall be the customer charge. This minimum does not include any applicable taxes.

FUEL AND PURCHASED POWER ADJUSTMENT CLAUSE:

In the event the Cooperative's wholesale power supplier increases or decreases the rate under which the Cooperative buys power, the Cooperative shall increase or decrease the consumer's bill by an amount equal to the KWH usage multiplied by a fuel and purchased power adjustment factor. The parameters under which the adjustment factor is determined shall be purchased power expense and KWH sales for the month preceding the month in which the bill is rendered and a base fuel and purchased power cost of \$.08103/KWH.

TERMS OF PAYMENT:

The above rates are net, and due and payable within twenty (20) days from the date of bill.

TEMPORARY PURCHASED POWER COST ADJUSTMENT:

Upon the approval of this tariff by the Arizona Corporation Commission, the Cooperative shall add to the consumer's net bill as computed above, a surcharge to amortize the one month unrecovered fuel and purchased power adjustment costs which the utility will realize upon the Commission's acceptance of the Cooperative's new base cost of purchased power. The amount of the surcharge per KWH and the duration to the application thereof shall be as directed by the Commission.

ELECTRIC CONSUMER RATE
SCHEDULE B
SMALL COMMERCIAL

ORIGINAL

AVAILABILITY:

Available for commercial and industrial service requiring transformer capacity of 50 KVA or less, for all uses including lighting and power, subject to the established rules and regulations.

TYPE OF SERVICE:

Single-phase and three-phase at available secondary voltages. Motors having a rated capacity in excess of ten horsepower must be three-phase.

MONTHLY RATE :

Customer Charge - All Customers - \$17.50
The first 3,000 KWH per month @ 10.80¢ per KWH
All over 3,000 KWH per month @ 8.8366 per KWH

OPTIONAL RATE - Available at the option of the customer:

Customer Charge - All Customers - \$19.50
Energy Charge:
6 a.m. to 9 p.m. Mountain Standard Time
First 2,700 KWH per month @ 11.31¢ per KWH
Over 2,700 KWH per month @ 9.124 per KWH

9 p.m. to 6 a.m. Mountain Standard Time
All KWH per month @ 6.25¢ per KWH

APPROVED FOR FILING

DECISION #: 56743

EFFECTIVE DEC. 20, 1989

Metering and timing devices must be installed to record usage during each specified time.

Billings under this schedule may be increased by an amount equal to the sum of the applicable taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

MONTHLY MINIMUM CHARGE:

The minimum monthly charge under the above rate where 10 KVA or less of transformer capacity is required shall be the customer charge, plus applicable taxes. For consumers requiring more than 10 KVA of transformer capacity, the minimum monthly charge shall be increased by \$1.50 for each additional KVA or fraction thereof required. Where it is necessary to extend or reinforce existing distribution facilities, the monthly minimum charge may be increased to assure adequate compensation for the added facilities. Where the minimum charge is increased in accordance with the terms of this section, energy usage shall be included in accordance with the foregoing rate schedule.

FUEL AND PURCHASED POWER ADJUSTMENT CLAUSE:

In the event the Cooperative's wholesale power supplier increases or decreases the rate under which the Cooperative buys power, the Cooperative shall increase or decrease the consumer's bill by an amount equal to the KWH usage multiplied by a fuel and purchased power adjustment factor. The parameters under which the adjustment factor is determined shall be purchased power expense and KWH sales for the month preceding the month in which the bill is rendered and a base fuel and purchased power cost of \$.08103/KWH.

TEMPORARY SERVICE:

Temporary service shall be supplied in accordance with the foregoing rate except that the consumer shall pay in addition to the foregoing charge the total cost of connecting and disconnecting service less the value of materials returned to stock. A deposit, in advance, may be required of the full amount of the estimated bill for service, including the cost of connection and disconnection.

COLUMBUS ELECTRIC COOPERATIVE, INC.

ELECTRIC CONSUMER RATE
SCHEDULE B
SMALL COMMERCIAL

ORIGINAL

TERMS OF PAYMENT

The above rates are net, and due and payable within twenty (20) days from the date of the bill.

TEMPORARY PURCHASED POWER COST ADJUSTMENT:

Upon the approval of this tariff by the Arizona Corporation Commission, the Cooperative shall add to the consumer's net bill as computed above, a surcharge to amortize the one month unrecovered fuel and purchased power adjustment costs which the utility will realize upon the Commission's acceptance of the Cooperative's new base cost of purchased power. The amount of surcharge per KWH and the duration to the application thereof shall be as directed by the Commission.

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| APPROVED FOR FILING |
| DECISION #: 56743 |

EFFECTIVE DEC. 20, 1989

ORIGINAL

COLUMBUS ELECTRIC COOPERATIVE, INC.

THIRD REVISED RATE NO. 3

X

CANCELING SECOND REVISED RATE NO. 3

X

IRRIGATION SERVICE

Page 1 of 3

AVAILABILITY:

Available to irrigation consumers located within the utility's service area, subject to the established rules and regulations.

TYPE OF SERVICE:

Three-phase at standard secondary voltages.

MONTHLY RATE:

| | |
|---------------------------------|-------------|
| Customer Charge • All Customers | \$ 25.00 |
| Energy Charge: | |
| All KWH | 11.26¢ /KWH |

MONTHLY TIME-OF-USE RATE • at the option of the customer:

| | |
|--|-------------|
| Customer Charge • All Customers | \$ 25.00 |
| Energy Charge: | |
| During the period 8:00 a.m. to 9:00 p.m. MST | 13.5¢ /KWH |
| During the period 9:00 p.m. to 8:00 a.m. MST | 7.522¢ /KWH |

Metering and timing devices shall be installed at Cooperative expense to record usage during each specified time.

X

MONTHLY DEMAND/ENERGY RATE • At the option of the customer:

X

| | |
|--|-------------|
| Customer Charge • All Customers | \$ 25.00 |
| Demand Charge: | |
| During the period 8:00 a.m. to 9:00 p.m. MST | \$ 10.50/KW |
| During the period 9:00 p.m. to 8:00 a.m. MST | \$ 0.00/KW |
| Energy Charge • All KWH | 6.50¢ /KWH |

X

Metering and timing devices shall be installed at Cooperative expense to record usage during each specified time.

X

The optional rates set forth above are voluntary and shall be applicable with the first complete billing cycle after receipt of the customer's written request. Customers electing service under the monthly time-of-use rate may transfer to any other Irrigation Service rate beginning with the next complete billing cycle after receipt of written request. Customers electing service under the monthly Demand/Energy rate may transfer to any other Irrigation Service rate only after twelve (12) month's service on the Demand/Energy rate, or on the following January 1, whichever first occurs.

X

X

X

X

X

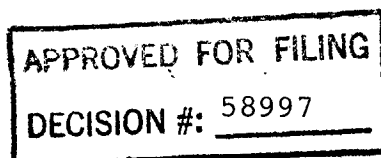
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Advice Notice No. 26

Signature: 
Michael D. Fletcher / General Manager



Eff. 2/23/95

ORIGINAL

COLUMBUS ELECTRIC COOPERATIVE, INC.

THIRD REVISED RATE NO. 3

CANCELING SECOND REVISED RATE NO. 3

IRRIGATION SERVICE

Page 2 of 3

TAX ADJUSTMENT CLAUSE:

Billings under this schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

MINIMUM MONTHLY CHARGE:

The minimum monthly charge under the above rate shall be the customer charge. This amount shall entitle the consumer to KWH usage as per the applicable rate, but shall not include power cost adjustment charges on KWH used, or applicable sales tax.

DETERMINATION OF CONNECTED HORSEPOWER:

The cooperative shall determine the connected horsepower by name plate rating of the motors, or at its option by test under conditions of maximum operating load.

DETERMINATION OF BILLING DEMAND:

X

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen consecutive minutes in each specified time period. If applicable, the billing demand for the month will be adjusted for power factor as provided below.

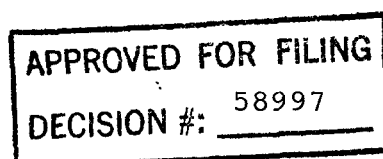
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POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain a power factor of not less than 90%. The cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor of the consumer is less than 90%, the consumer agrees, upon sixty (60) days written notice, to correct such power factor to 90%, or, if the cooperative shall so elect, the energy for billing purposes shall be the energy as indicated by the meter reading, multiplied by 90%, and divided by the percent power factor.

FUEL AND PURCHASED POWER ADJUSTMENT CLAUSE:

The utility shall, if purchased power expense is increased or decreased above or below the base purchased power cost of \$0.076/KWH sold, flow through to the users such increases or decreases, in accordance with NMPSC Rule No. 550.



Advice Notice No. 26

Signature:

[Handwritten Signature]
Michael D. Fletcher, General Manager

Eff. 2/23/95

COLUMBUS ELECTRIC COOPERATIVE, INC.

ORIGINAL

THIRD REVISED RATE NO. 3

CANCELING SECOND REVISED RATE NO. 3

IRRIGATION SERVICE

Page 3 of 3

CONDITIONS OF SERVICE:

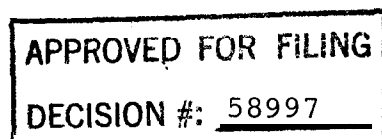
1. Reduced voltage starting equipment shall be required on all irrigation motors of 125 HP or larger, and across the line starters may be used up to and including 100 HP.
2. All wiring, pole lines, wires, and other electrical equipment beyond the metering point will be considered the distribution system of the consumer and shall be furnished and maintained by the consumers.

TERMS OF PAYMENT:

The monthly bill rendered in accordance with the rates set forth herein are due and payable within twenty (20) days from the date on the bill. A ten percent (10%) charge shall be added to any account balance which is outstanding for more than sixty (60) days from the date of the bill.

DEBT COST ADJUSTMENT:

Billings under this schedule shall be increased or decreased by the change in the current debt cost from the debt cost utilized in establishing the present rates, in accordance with NMPSC Rule No. 540.11.



Advice Notice No. 26

Signature: 
Michael D. Fletcher, General Manager

Eff. 2/23/95

COLUMBUS ELECTRIC COOPERATIVE, INC.

ORIGINAL

ORIGINAL RATE NO. 15

INTERRUPTIBLE SERVICE

X NEW RATE

Page 1 of 3

AVAILABILITY:

Available to members of Columbus **Electric Cooperative**, Inc. (Columbus) located within the Columbus **service** area who qualify for interruptible **service** consistent with Plains Electric **Generation** and Transmission Cooperative, Inc. (Plains) Fourth Revised Rate No. 3 • Interruptible Wholesale Rate Schedule to **Utility** Members, Instantaneous Interruption.

TYPE OF SERVICE:

Three-phase at standard secondary or **primary** voltages.

MONTHLY RATE:

Customer Charge • All Customers

\$ 50.00

Energy Charge:

All KWH

6.95¢/KWH

Billings under this schedule will be adjusted monthly for the fuel and purchased power cost adjustment charged to the Cooperative under **Plains** Rate No. 3.

The rate set forth above is voluntary and shall be applicable upon thirty (30) days written notice from the customer, **commencing with** the **first** complete billing cycle thereafter. The rate is subject to **termination** upon thirty (30) days **notice** by **either** the customer or by **Plains**.

TAX ADJUSTMENT CLAUSE:

Billings under this schedule may be increased by an amount equal to the sum of taxes payable under the Gross **Receipts** and Compensating Tax Act and of all other taxes, **fees**, or charges (**exclusive** of ad **valorem**, state and federal Income taxes) payable by the **utility** and **levied** or assessed by any governmental authority on the public utility service rendered, or on the right or **privilege** of rendering the **service**, or on any object or event **incidental** to the rendition of the service.

Advice Notice No.

28

Signature:

Michael D. Fletcher General Manager

APPROVED FOR FILING
DECISION #: 58997

Eff. 2/23/95

ORIGINAL**COLUMBUS ELECTRIC COOPERATIVE, INC.****ORIGINAL RATE NO. 16****INTERRUPTIBLE SERVICE****X New Rate****Page 2 of 3****MINIMUM MONTHLY CHARGE:**

The monthly minimum charge shall be the customer charge plus an energy charge based on KWH usage assuming a load factor not less than thirty percent (30%).

DETERMINATION OF BILLING DEMAND:

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen consecutive minutes in each specified time period. If applicable, the billing demand for the month will be adjusted for power factor as provided below.

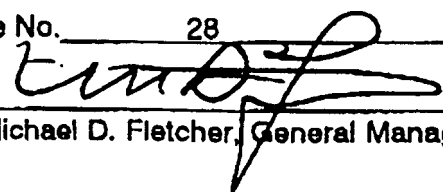
CONDITIONS OF SERVICE:

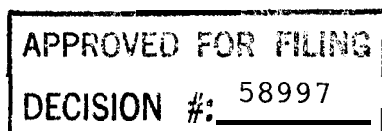
1. Reduced voltage starting equipment shall be required on all Irrigation motors of 126 HP or larger, and across the line starters may be used up to and including 100 HP.
2. All wiring, pole lines, wires, and other electrical equipment beyond the metering point will be considered the distribution system of the consumer and shall be furnished and maintained by the consumers.

PROVISIONS FOR INTERRUPTION:

Interruptions shall be in accordance with the following:

1. Interruptions are declared by Plains for any reason including, without limitation, sales at a greater return,
2. Interruptions may be declared at any time and are not limited in the total number or hours of interruptions during the calendar year.
3. Plains will endeavor to keep Columbus, or in cooperation with Columbus at its request, the consumer, reasonably informed of the expected duration of the interruption and also the terms under which service may be continued or resumed under the Option to Continue Service.

Advice Notice No. 28
Signature: 
Michael D. Fletcher, General Manager



Eff. 2/23/95

ORIGINAL**COLUMBUS ELECTRIC COOPERATIVE, INC.:****-ORIGINAL RATE NO. 15****X New Rate****INTERRUPTIBLE SERVICE****Page 3 of 3**

4. Whenever possible, Plains will notify Columbus in advance of an Impending Interruption.
5. Plains will notify Columbus when the Interruption is no longer in effect,
6. Plains and Columbus will not be liable for any loss or damage caused by or resulting from any interruption of service.

SCHEDULING OF ENERGY:

Columbus will communicate directly with Plains in a manner specified by Plains to request a scheduled energy amount per month (Scheduled Energy Amount). Scheduling shall be in accordance with Plains' normal scheduling procedures and the Scheduled Energy Amount shall be in whole megawatts rounded up. This schedule shall be received by Plains by the third Friday of each month.

METERING AND SPECIAL FACILITIES:

Interruptible service provided shall be on a separate circuit and metered separately. The facilities required to provide service hereunder shall be determined and specified by Plains and shall be at the expense of Columbus in accordance with the retail Interruptible rate schedule. Equipment required to facilitate instantaneous interruption controlled by Plains must be installed in order to take service under this rate schedule.

TERMS OF PAYMENT:

The monthly bill rendered in accordance with the rates set forth herein are due and payable within twenty (20) days from the date on the bill. A ten percent (10%) charge shall be added to any account balance which is outstanding for more than sixty (60) days from the date of the bill.

Advice Notice No. 28 nSignature: 

Michael D. Fletcher, General Manager

APPROVED FOR FILING**DECISION #:** 58997

COLUMBUS ELECTRIC COOPERATIVE, INC.

**ELECTRIC CONSUMER RATE
SERVICE LS
LIGHTING SERVICE**

ORIGINAL

AVAILABILITY:

Available to all consumers within the utility's service area, subject to established rules and regulations.

TYPE OF SERVICE:

Single-phase, 60 cycle, at available secondary voltages.

MONTHLY RATE:

| | |
|-------------------------------|-------------------|
| 175 Watt Mercury Vapor Lamps | \$11.75 per month |
| 400 Watt Mercury Vapor Lamps | \$23.50 per month |
| 100 Watt High Pressure Sodium | \$13.50 per Month |

TAX ADJUSTMENT CLAUSE:

Billings under this schedule may be increased by an amount equal to the sum of the applicable taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

MINIMUM MONTHLY CHARGE:

The monthly minimum charge under the above rate shall be the net rate per month as quoted above, as established by contract between the consumer and the utility in accordance with the utility's extension Policy.

In lieu of metering each individual lighting service, the utility has assigned a standard KWH usage to each service as follows:

175 Watt Fixture • 80 KWH per month;
400 Watt Fixture • 180 KWH per month;
100 Watt Fixture • 42 KWH per month.

FUEL AND PURCHASED POWER ADJUSTMENT CLAUSE:

In the event the Cooperative's wholesale power supplier increases or decreases the rate under which the Cooperative buys power, the Cooperative shall increase or decrease the consumer's bill by an amount equal to the KWH usage multiplied by a fuel and purchased power adjustment factor. The parameters under which the adjustment factor is determined shall be purchased power expense and KWH sales for the month preceding the month in which the bill is rendered and a base fuel and purchased power cost of \$.08103/KWH.

CONDITIONS OF SERVICE:

(1) The term of this Agreement shall be for a period of four (4) years from the date hereof and shall continue thereafter from term to term unless a written notice to the contrary is given by either party to the other at least 60 days prior to the expiration of the original term or of any renewal thereof.

(2) The consumer hereby grants to Cooperative all easements necessary for Cooperative to install the electrical equipment upon the Consumer's property, and hereby grants Cooperative, its agents and employees, the right or ingress and egress to Consumer's premises for all purposes necessary for the performance of this agreement, including the express right to trim any tree on the premises.

(3) All facilities installed by Cooperative will remain the property of the Cooperative and may be removed by the Cooperative upon discontinuance of service.

APPROVED FOR FILING

DECISION #: 56743

EFFECTIVE DEC. 20, 1989

COLUMBUS ELECTRIC COOPERATIVE, INC.

ELECTRIC CONSUMER RATE
SERVICE LS
LIGHTING SERVICE

ORIGINAL

(4) Automatic control devices shall be set for lights to burn from approximately dusk to dawn. Cooperative will exercise reasonable diligence at all times to furnish Consumer service as herein set forth, but will not be liable in damages for any interruption, deficiency or failure of service for any reason whatsoever. Cooperative reserves the right to interrupt the service when such interruption is necessary for repairs to lines or equipment. Any interruption of services for any reason shall not constitute a breach of contract.

(5) Cooperative will provide at its expense all necessary wiring, replacements, material and labor for repairs and maintenance, whereby the light may be installed on an existing pole, or, by installing one (1) additional 30/7 pole and secondary wire for each light, not to exceed 100 feet distance from existing service with 110/220 volt service is available. When, at the consumer's request, service is required at a location other than mentioned above, the consumer will provide the pole, secondary wire and necessary transformer equipment, prior to the construction. Cooperative reserves the right to cancel this agreement in the event of excessive damage to its equipment by vandalism, malicious mischief, or other causes.

TERMS OF PAYMENT:

The above rates are net, and due and payable within twenty (20) days from the date of the bill.

TEMPORARY PURCHASED POWER COST ADJUSTMENT:

Upon the approval of this tariff by the Arizona Corporation Commission the Cooperative shall add to the consumer's net bill as computed above, a surcharge to amortize the one month unrecovered fuel and purchased power adjustment costs which the utility will realize upon the Commission's acceptance of the Cooperative's new base cost of purchased power. The amount of surcharge per KWH and the duration to the application thereof shall be as directed by the Commission.

APPROVED FOR FILING

DECISION #: 56743 I

EFFECTIVE DEC. 20, 1989

COLUMBUS ELECTRIC COOPERATIVE, INC.

LINE AND SERVICE EXTENSIONS

ORIGINAL

Page 1 of 4

The following rules and regulations will apply whenever an extension of Columbus Electric Cooperative's electric distribution system is required in order that a consumer or group Of consumers may receive electric service.

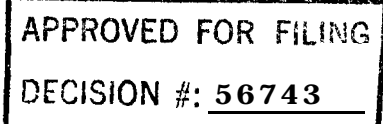
I. SERVICE TO RESIDENTIAL AND NONRESIDENTIAL APPLICANTS

A. Construction of service without charge to the applicant:

- (1) In instances where the investment is not more than five (5) times the estimated annual revenue ■ less fuel and purchased power cost ■ the facilities shall be constructed at no charge to the applicant.
- (2) Estimates of KWH usage shall be made by Cooperative personnel from information obtained from the customer.
- (3) The estimate of annual usage shall be based on the estimate of KWH usage as determined in (2), applied to the appropriate rate schedule. The cost of fuel and purchased power shall be determined by reference to the cost per KWH sold in the last rate filing of the Cooperative.

B. Construction of Services with charge to the applicant:

- (1) In instances where Line Extensions require an investment in excess of five (5) times the estimated annual revenue ■ less cost of power as described above ■ the applicant(s) shall be required to pay to the Cooperative an Advance in Aid of Construction equal to the amount required for construction in excess of the investment supported by revenue, plus an amount for operations, maintenance, and general administrative expense equal to five percent (5%) per year for one year of the amount not supported by revenue. Such advance shall be computed in accordance with the formula set forth in I.,B (4).
- (2) When service is requested from an extension from which an Advance in Aid of Construction as described in (1) has been made, the applicant for such service shall be required to assume a pro rata share of the original investment which gave rise to the Advance in Aid of Construction. The amount assumed shall be the fraction which the cost attributable to additional customers bears to the cost of the original construction. A refund will be made to the original party paying such advance, provided the additional connection is made within five (5) years from the date of the original agreement. The original applicant shall be entitled to a reduction in the remaining balance of his/her original contract, corresponding to the fraction of investment assumed by additional costumers as defined above.



EFFECTIVE DEC. 20, 1989

COLUMBUS ELECTRIC COOPERATIVE, INC.

ORIGINAL

LINE AND SERVICE EXTENSIONS

Page 2 of 4

- (3) Costs included in estimates:
The total cost of material, labor, and overhead for the new facilities and cost of changing facilities shall be included when the investment is computed - excluding meters and transformers.
- (4) The formula used to determine the amount, if any, of payment for line extension shall be as follows:
- | | |
|---|-------|
| (a) Estimated annual KWH | _____ |
| (b) Estimated annual revenues | _____ |
| (c) Estimated power cost | _____ |
| (d) Annual revenue less power cost | _____ |
| (e) Investment justified (annual revenue less power cost x 5) | _____ |
| (f) Estimated total investment | _____ |
| (g) Investment not supported by revenue | _____ |
| (h) Estimated of O and M costs (5% of investment not supported by revenue). | _____ |
| (i) Advance payment required. | _____ |
- (5) The cost of the line extension as set forth in I,B (4) must be agreed upon and paid by the applicant within sixty (**60**) days after the Cooperative has provided a quotation of cost. This amount is to be paid in full prior to the commencement of construction.
- (6) The Cooperative may require all consumers requesting new construction to execute a contract which guarantees the estimated annual revenues as provided in the construction formula. This contract shall be for a period of five (5) **years** commencing with the initial date on which service is received by the consumer.
- (7) Any unrefunded advance shall become a Contribution in Aid of Construction and shall become the property of the Cooperative.

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| APPROVED FOR FILING |
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EFFECTIVE DEC. 20, 1989

ORIGINAL

LINE AND SERVICE EXTENSIONS

Page 3 of 4

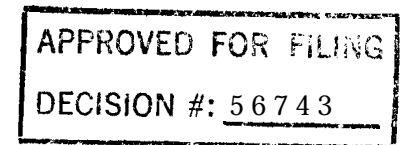
- (8) In the event of a request for a line extension to a remote location where there are no reasonable signs of permanency, the Cooperative will require the consumer to make an advance payment equal to the total investment as a nonrefundable Contribution in Aid of Construction. Should the consumer drill a well and/or spend a reasonable amount of money improving said property to justifiably establish permanency, extension of facilities to serve said consumer shall be governed by the formula as set forth in I,B (4).
- (9) All requests for line extension by permanent, seasonal, or temporary customers shall be administered according to the rules and regulations prescribed by the Arizona Corporation Commission.

II. ELECTRIC FACILITIES FOR SUBDIVISIONS AND LAND DEVELOPMENTS

- A. When extensions of facilities are built to furnish service to a qualified subdivision or development project, the subdivider/developer shall be required to pay as an Advance in Aid of Construction an amount equal to the total cost of the facilities.

In order to qualify for said service, the developer must furnish to the Cooperative a copy of the plat map of such subdivision or development which has been approved by the county, township, or other authoritative body having jurisdiction over such subdivision or development.

- B. The Advance in Aid of Construction required shall be refunded or become the property of the Cooperative as outlined below:
- (1) Refunds will be made annually and an amount equal to 20% of the billing (excluding sales, gross receipts, and other applicable taxes) from the consumers located in the subdivision/development, for a period not to exceed five (5) years from the date of the original installation.
- (2) The total amount to be refunded shall not exceed the original Advance in Aid of Construction originally paid by the subdivider/developer. No interest shall be allowed on the Advance in Aid of Construction.
- (3) Any amount not refunded after the expiration of the five (5) year period defined above shall become the property of the Cooperative.



EFFECTIVE DEC. 20, 1989

COLUMBUS ELECTRIC COOPERATIVE, INC.

ORIGINAL

LINE AND SERVICE EXTENSIONS

Page 4 of 4

III. UNDERGROUND FACILITIES:

- A. All trenching, conduit and backfill will be provided by the applicant, at no cost to the Cooperative, in accordance with Cooperative's specifications, and installed under Cooperative's supervision.
- B. When an applicant requests underground facilities where overhead facilities are existing, the applicant shall pay the cost of removal of the overhead facilities, less salvage value of material removed, plus the cost of the underground facilities. No refund shall be made on such Contribution in Aid of Construction.
- C. In instances where the applicant requests the use of underground facilities where overhead facilities would normally be used, the applicant shall pay the difference in the cost of underground and overhead construction, notwithstanding the formula which is normally used for the computation of supported investment.

IV. RIGHTS-OF-WAY:

In all instances where the extension of facilities is requested, Rights-Of-Way, Easements, etc., as approved by the Cooperative, shall be clearly-shown on all plats of land including land divided for resale, subdivision plats, plot plans, etc., prior to the time they are recorded, and the Cooperative shall be furnished a copy of such instrument.

Applicants for electric service under these rules and regulations will assist in procuring the necessary Right-Of-Way.

V. RESPONSIBILITY OF COOPERATIVE

- A. The Cooperative shall make every reasonable effort to complete construction of a line extension within sixty (60) days after the consumer signs the Cooperative's line extension agreement and has paid the required Advance in Aid of Construction, and after the Cooperative has acquired all applicable permits, rights-of-way, material and labor necessary for the line extension, and the Cooperative has completed all other applicable contractual obligations. Cooperative shall exercise due diligence and good faith in its efforts to obtain such permits, rights-of-way, materials, labor and contractual compliance. However, the Cooperative shall not be required to complete construction of the line extension within this time frame where force majeure conditions exist.

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| APPROVED FOR FILING |
| DECISION #: 56743 |

EFFECTIVE DEC. 20, 1989